

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. R0003	3. EFFECTIVE DATE 08/26/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, AK CEPOA-CT (DACW85) PO BOX 6898 ELMENDORF AFB, AK 99506-6898 GAIL M WEST (907)753-2551	CODE J4P0000	7. ADMINISTERED BY (If other than Item 6) CODE US ARMY ENGINEER DISTRICT, AK CEPOA-CO-SAO PO BOX 6898 ELMENDORF AFB, ALASKA 99506-6898 DACA85		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
		X	DACW85-03-R-0001	
			9B. DATED (SEE ITEM 11) 06/27/03	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE 089C4	FACILITY CODE			

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. Accounting and Appropriation Data (If required)

PROJECT TITLE AND LOCATION: Nome Navigation Improvements, Nome, Alaska

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PROPOSAL DUE DATE IS 09 SEP 2003, at 4:00 pm, local time, at US Army Corps of Engineers, 2204 Third St, Elmendorf AFB, Anchorage, Alaska.

**NOTICE TO OFFERORS: PLEASE MARK OUTSIDE OF ENVELOPE IN WHICH BID IS SUBMITTED TO SHOW AMENDMENTS RECEIVED. YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE REVERSE SIDE OF STANDARD FORM 1442.**

**IMPORTANT NOTE: Keep in mind that the base is still under tight security measures, base access to non-DOD personnel is limited or restricted and requires extra time to process through the Boniface Gate.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Nome Navigation Improvements  
DACW85-03-R-0001  
Nome Alaska  
SECTION 00100

INSTRUCTION TO BIDDERS/OFFERORS

**1. GENERAL INFORMATION**

**1.1. MAGNITUDE**

The magnitude of this project is over \$25,000,000.

**1.2. PLANS AND SPECIFICATIONS**

Plans and specifications will be issued on CD-ROM at no charge. Traditional paper copies will no longer be available.

**1.3. BOND AMOUNT REQUIRED**

**A. Performance Bond & Payment Bonds**

- 1) Performance Bond & Payment Bond: Offerors are required to obtain and furnish a written letter of commitment from a good and sufficient surety. The obligation of the surety for each bond under the letter of commitment shall be equal to the contract price. The letter of commitment shall express the surety's willingness to provide the required bonding within 10 calendar days after notification that the need is transmitted to the surety by the contractor. The performance & payment bond shall equal one hundred percent (100%) of the contract price. (SEE Clause 52.228-15, Performance and Payment Bonds Construction (Jul2000) Section 00800)
- 2) The Government may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Government may secure additional protection by directing the contractor to increase the penal amount of the existing bond or obtain an additional bond.

**1.4. SURETY REQUIREMENTS**

- A. Corporate Sureties - Corporate sureties for bid, performance, and payment bonds must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies". Other requirements for corporate sureties are contained in FAR 28.202-1.
- B. Individual Sureties - If individual sureties are used for bond obligations, they must meet the requirements under FAR 28.203.

**1.5. EQUIPMENT OWNERSHIP AND OPERATION EXPENSE SCHEDULE**

Whenever a contract or modification of contract price is negotiated, the contractor's cost proposal for equipment ownership and operating expenses shall be determined in accordance with the requirements of paragraph SCR-29, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE, contained in the Special Provisions section of the specifications. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the US Army Engineers District, Alaska, 2204 3<sup>rd</sup> Street (Room 50) Elmendorf AFB, Alaska. An electronic version is also available at <http://www.usace.army.mil/inet/usace-docs/>.

**1.6. INQUIRIES**

Prospective Offerors may submit all written inquiries regarding this solicitation to Gail M. West, Contracting Officer, ~~AM#3...Civil/Military~~ Special Projects ...AM#3 Branch, PO Box 6898, Elmendorf AFB, Alaska 99506-6898, or faxed to (907) 753-2544.

Questions may also be emailed to [gail.m.west@usace.army.mil](mailto:gail.m.west@usace.army.mil).

**1.7. VISITORS TO THE ARMY AND AIR FORCE BASES**

All vehicle operators are required to wear seatbelts. Vehicle operators caught not wearing seatbelts will lose their driving privileges for 10 days on their first offense, 30 days on the second offense, and 6 months or longer on the third offense.

If a firm does not have a current pass to obtain entry to Elmendorf AFB, the firm may request a day pass using the following procedures:

Forty-eight (48) hours prior to your meeting or delivery of proposal, the firm must contact Ms. Gail M. West at the above e-mail and request a day pass. The firm must provide:

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- a. The solicitation number
- b. The names of all person(s) in the vehicle
- c. The name of their employer(s)

State that is a request for a day pass. On the DAY of entry, the driver must go to the Boniface gate and provide:

- a. Valid driver's license
- b. Proof of current insurance
- c. Proof of current IM certificate
- d. Current vehicle registration
- e. Please inform the security police that you are on the list for a Day Pass

Please allow enough time to submit your proposals due to possible changes in base access requirements for security reasons. No public telephone service is provided at the Boniface gate.

### 1.8. FACSIMILE BIDS

Facsimile bids or modifications will not be accepted.

### 1.9. PICK-UP SERVICE FOR TELEGRAPHIC AMENDMENTS

The US Army Engineer District, Alaska, does not provide pick-up service for telegraphic amendments.

### 1.10. PRE-AWARD SURVEYS

The Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

### 1.11. EXCLUSION OF DEBARRED AND SUSPENDED CONTRACTORS

By entering into this contract, the Contractor certifies that neither it, nor any person or firm who has an interest in the Contractor's firm, is a person, or firm ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4 (AL85-30).

## 2. METHOD OF PROCUREMENT

- A. The U.S. Army Corps of Engineers, Alaska District, intends to solicit this requirement using the source selection procedures in accordance with the provisions set forth in this Request for Proposal (RFP). A firm fixed price construction contract will be awarded to the offeror who submits a proposal determined to be most advantageous to the Government, with price and other factors considered.
- B. The Government intends to award without discussions.

## 3. PROPOSAL SUBMITTAL REQUIREMENTS

- A. This section of the RFP provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information required by the RFP and must be submitted in accordance with these instructions. Non-conformance with the specific proposal content and format stated in the RFP may result in rejection of the proposal.
- B. Submit your proposal packages to the Corps of Engineers at the address shown in Block 8, of Standard Form 1442.
- C. The Government must receive your proposal no later than the time and date specified in Block 13 of Standard Form 1442.
- D. Submit your proposal in two volumes:
  - 1) Volume I shall contain the Technical Proposal (Experience, Past Performance, Construction Schedule and Understanding the Requirements). Volume I shall contain no cost or price information.
  - 2) Volume II shall contain the Pro Forma Requirements and Price Proposal (price proposal and information, subcontracting plan and small business participation information).
  - 3) Both volumes shall be in 8 ½ by 11-inch format. Graphs and drawings may be presented in fold out pages up to 11 by 17-inch format.
- E. Proposal clarity, organization and cross referencing is mandatory. The Offerors should sufficiently detail and clearly define all items addressed in the proposals and shall label and tab their proposal consistent with the solicitation

format (Tab A, B, C, etc.) outlined herein. Each volume shall indicate the title of the proposal, volume number and title, RFP number and amendments, name and address of offeror, and table of contents. Each page of the proposal shall have the page number on the bottom of the page starting with the first page to the last.

- F. Provide original and five copies of Volume I. Volume I (including table of contents, charts, resumes, other tables and the summary) ~~AM#3... is expected not to exceed 50 pages. 50-75 pages will be acceptable ...AM#3.~~ Care should be taken to insure no pricing information is included in Volume I. A single-sided, 8 ½ by 11-inch sheet is considered one page. Double-sided sheets will count as two pages. Over-sized sheets (up to 11 by 17-inch) will count as two pages. Double-sided, over-sized sheets will count as four pages. Font size shall be no less than 10 point.
- G. Provide original and one copy of Volume II. Volume II has no page limitations.
- H. Offerors shall submit with their proposals a list of the names and telephone numbers of persons authorized to conduct negotiations.

### 3.1. VOLUME I – TECHNICAL PROPOSAL

The technical proposal shall be organized sequentially under tabs to facilitate evaluation, and shall include the following:

#### 3.1.1. TAB A - EXPERIENCE

- A. Relevant experience shall be submitted using the Project Experience Form provided at the end of this section. The form should be reproduced for each project submitted. Additional lines may be added if required. Information provided on the Project Experience Form will be evaluated for this Factor (TAB A), and will be used to support the evaluation of TAB B, Past Performance.
- B. OFFEROR (PRIME CONTRACTOR): Provide up to five (5) examples of projects ~~AM#3... done by prime only or subcontractor team member or where prime and subcontractor worked together as a team ...AM#3~~ within the recent past which are similar in size and complexity and scope and magnitude. (Additional projects may be listed, but only the first five will be evaluated.) Provide an explanation of how these projects are similar in scope and magnitude to the work required in this RFP. The projects should conclusively demonstrate the offeror's ability to complete the work required under this RFP. Provide a list of critical personnel such as superintendent, QC manager, bridge designer to include resumes and registrations. The offeror may have been the prime contractor, prime construction contractor, or subcontractor. In the case of joint ventures, past projects from any of the signatory firms are acceptable. For joint ventures, the offeror's portion of participation in the past project(s) must be clearly identified.

#### 3.1.2. TAB B – PAST PERFORMANCE

- A. For each project submitted under TAB A Experience where the Corps of Engineers was not the client, the Offeror shall distribute to his previous customer(s) a completed copy of the Project Experience Form along with a blank Owner/Client Past Performance Survey form. Forms shall be returned back to the Government by your customer/c clients not later than **10 days prior to the proposal due date**. If an offeror has received recent, relevant, past performance evaluations, a copy of those evaluations may be submitted (providing the evaluation criteria are similar) to the government and evaluated in lieu of duplicating the requirement to owner/clients.
- B. During the past performance evaluations, the Government reserves the right to look outside of the proposal for past performance information of the Offeror. The Governments will consider information submitted by the Offeror, as well as any other relevant and reliable information obtained from any other source, including information from Government personnel and databases.
- C. If an Offeror submits past performance/experience history of a subcontractor team member, the Offeror is required to submit consent from the proposed subcontract(s) for disclosure of the subcontractor's past performance information to the prime Offeror. This consent for release of proposed subcontract past performance information to the primary Offeror is required to allow discussions of the proposed subcontract's past performance information with the primary Offeror.
- D. Small Business Usage on Past Projects: (The extent of participation of small, small disadvantaged, HUB zone and women owned small businesses). The Offeror shall provide small business goals and achievements for the projects examples included in TAB A - Specialized Experiences, as required on the Project Experience Form.

#### 3.1.3. TAB C – CONSTRUCTION SCHEDULE

- A. Schedule: Provide a narrative describing your scheduling capability, planning organization, and your ability to maintain and accomplish the project schedule specified in Section 01016 and SCR-1. Describe your planned content and frequency of coordination with work crews, subcontractors, and suppliers to maintain the construction schedule. Describe your planned management response to both avoidable (within contractor control – slow work

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progress, shipping delays, etc.) and unavoidable (outside contractor control – adverse weather, site conditions, etc.) schedule slippages. Offeror must provide a Gantt chart showing the planned schedule to complete the project. The Gantt chart should be accompanied with a narrative addressing each of the following: Description of production rates, Consideration fishing seasons, Weather days and sea and ice conditions, Harbor operations, Environmental windows, and Daily soundings while dredging. The proposed contract completion date as required by paragraph SCR-1, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK shall be included as well as all major work tasks.

- B. Constraints: Clearly identify constraints on the schedule presented (e.g. labor, equipment, material availability, weather, etc.) indicate the anticipated critical path on the schedule. Clearly show work sequence, including predecessor(s) and successor(s) for each task. Quantify float, including total float,

### 3.1.4. TAB D – UNDERSTANDING OF REQUIREMENT

- A. Dredging Plan – Offerors shall submit a dredging plan indicating methods and equipment to be used to dredge the required areas. Offerors shall list the type, size, and condition of each piece of heavy equipment (including barges, dump scows, tugboats, loaders, backhoes, cranes, etc.); how the channel will be dredged; how the dredge disposal operation will be accomplished; and explain how proof will be given that dredge depths have been obtained. Show an understanding of the scheduling of the work. Refer to Technical Specification Section 02222.
- B. Breakwater Construction Plan – Offerors shall submit a plan indicating how the breakwaters will be built. List all heavy construction equipment and how it will be used. Describe how each type of rock will be placed and how stone to stone contact of the armor rock will be attained below the water level and above the water level, include how the armor rock will be placed. Describe the process to be used to tie the spur breakwater into the existing causeway, including how the rock layer will mesh. Explain how the rock will be sorted according to size. Describe how the rock will be transported from the quarry to its final destination. Describe how surveying of the different layers of rock will be accomplished and how the contractor plans to meet the placement tolerances. List subcontractors and explain their role; list number of crews, work shifts, operator experience in large stone placement breakwater and how the crews will be rotated. Refer to Technical Specification Section 02270.
- C. Bridge Design & Construction Plan - Offeror's shall submit a description of how the bridge design and construction will be accomplished. Description shall include, but not be limited to, shoring of the existing structure, retrofit of the existing south abutment, means of maintaining access to causeway and plan to maintain operation of existing utilities during bridge construction. Include how the prime contractor will interface with the bridge design team and how quality control will be accomplished. Refer to Section 01010 and 01016.

### 3.2. VOLUME II – PRO FORMA REQUIREMENTS AND PRICE PROPOSAL

The offeror shall submit Volume II, the price information described below to be evaluated. Volume II will not be point scored but will be subjectively evaluated to determine the reasonableness, affordability and value of the price data. The following information shall be provided in the price proposal:

- A. Standard Form 1442 signed by the Offeror with amendments acknowledged.
- B. Proposal Schedule
- C. Section 00600, Representation and Certification
- D. Pre-award Survey/Bank Reference (Give current, accurate references i.e. users/account numbers, point of contact, with accurate fax and telephone number).
- E. Proposal Bond or Letter of Commitment of Surety
- F. Subcontracting Plan and Small Business Participation. The Offeror shall submit a subcontracting plan in accordance with FAR 52.219-9, Small Business Subcontracting Plan (Oct 2000), Section 00700. The Government will evaluate the proposed subcontracting plan in accordance with AFARS Appendix DD.

SUBMIT YOUR PLAN IN THE ATTACHED FORMAT:

**SUBCONTRACTING GOALS FY 2003  
for the Alaska District Contracts**

Small Business	57.2%
Small Disadvantaged	8.9%
Woman-Owned Small Business	8.1%
Veteran-Owned Business	3.0%
Service Disabled Veteran-Owned Small Business	3.0%
HUB Zone	3.0%

**SUBCONTRACTING PLAN**

**FIRM** \_\_\_\_\_  
\_\_\_\_\_

**Sol. No. DACW85-03-R-0001**

**Contract No.** \_\_\_\_\_

**PROJECT TITLE** Navigation Improvements, Nome, Alaska

**CONTRACT SPECIALIST RESPONSIBLE FOR PRE-AWARD** Gail M. West

**NAME OF OFFICE ADMINISTERING CONTRACT TO INCLUDE SUBCONTRACTING PLAN:** (If more than one office, name all offices/responsible parties): \_\_\_\_\_  
\_\_\_\_\_

**I. Dollar Amounts (If possible, DO NOT include indirect costs):**

- a. Total amount of contract \$ \_\_\_\_\_
- b. Total estimated amount of planned subcontracting dollars \$ \_\_\_\_\_
- c. Total dollars planned to be subcontracted to Small Business (including d., e. & f below) \$ \_\_\_\_\_
- d. Total dollars planned to be subcontracted to Small Disadvantaged Business \$ \_\_\_\_\_
- e. Total dollars planned to be subcontracted to Women-, Owned small business \$ \_\_\_\_\_
- f. Total dollars planned to be subcontracted to HUB-Zone small business \$ \_\_\_\_\_
- g. Total dollars planned to be Subcontracted to Veteran-Owned Small business \$ \_\_\_\_\_
- h. Total dollars planned to be Subcontracted to Service Disabled Veteran-Owned small business \$ \_\_\_\_\_

**II. Percentage goals (expressed in terms of percentage of total planned subcontracting dollars).**

- a. Percentage of contract to be subcontract (Ib divided by Ia) \_\_\_\_\_%
- b. Percentage of subcontracting dollars to be subcontracted to Small Business (Ic divided by Ib) \_\_\_\_\_%
- c. Percentage of subcontracting dollars to be subcontracted to Small Disadvantaged Business (Id divided by Ib) \_\_\_\_\_%

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- d. Percentage of subcontracting dollars to be subcontracted to Women Owned small business (Ie divided by Ib) \_\_\_\_\_ %
- e. Percentage of subcontracting dollars to be subcontracted to HUBZone small business. (If divided by Ib) \_\_\_\_\_ %
- f. Percentage of subcontracting dollars to be subcontracted to Veteran-Owned small business. (Ig divided by Ib) \_\_\_\_\_ %
- g. Percentage of subcontracting dollars to be subcontracted to Service Disabled-Veteran Owned small business. (Ih divided by Ib) \_\_\_\_\_ %

1. State your firms policy statement or evidence of **internal guidance to company buyers** recognizing commitment to Pub. L. 99-661, Section 1207, and Pub.L. 100-180, Section 806. Describe special emphasis placed on subcontracting with SDBs. Describe corporate and management commitment to meeting your subcontracting plan. **(HBCUs & MI are excluded from evaluation).**

2. Describe your firm's efforts to broaden SB, SDB, WOSB, HUBZone SB and Service Disabled-Veteran Owned SB and Veteran-Owned SB active vendor base. Specifically describe your efforts in increasing subcontracts to SBs and SDBs for non-complex and general housekeeping supplies or services normally awarded to firms already in your firm's vendor base. Describe established plans to use competition restricted to SDBs and give details about how your firm will accomplish this. **(HBCUs & MI are excluded from evaluation).**

3. Describe your firms "Outreach Efforts" to work with organizations to identify potential sources for items not traditionally awarded to SB, SDB, WOSB, HUBZone. Veteran-Owned SB and Service Disabled Veteran-Owned SB firms. And, your proposed plan to conduct reviews to determine the competence, ability, experience and capacity available in SB, SDB, WOSB, HUBZone SB, and Service Disabled Veteran-Owned SB, and Veteran-Owned SB firms and to provide them technical assistance. **(HBCUs & MIs are excluded from evaluation).**

4. Describe supplies and services to be subcontracted and planned for subcontracting to SBs, SDBs, WOSBs, HUBZone SB and Service Disabled Veteran-Owned SB, and Veteran-Owned SB firms. Indicate intent to review major product/system components and key project elements of R&D, construction, service and spare parts contracts for subcontracting to each of the above elements. Specifically describe how your plan targets specific SBs, SDBs, WOSBs, HUBZone SB and Service Disabled Veteran-Owned SB, and Veteran-Owned SB for review to determine their competence, ability, experience and capacity and identifies specific components or major portions of the acquisition for consideration of the above elements. Describe your firm's intent to work with large business subcontractors for major subsystems or key project elements to ensure "flowdown" of this philosophy. **(HBCUs & MIs are excluded from evaluation).**

5. Describe your firm's efforts, based on results of efforts described in No. 3 and No. 4 above to ensure that opportunity to participate in acquisitions. Specifically, describe how the firm intends to evaluate its own SB, SDB, WOSB, HUBZone SB, Service Disabled Veteran-Owned SB and Veteran-Owned SB award performance and program effectiveness against the established goals, both company-wide and for individual plan being negotiated. Include SBs, SDBs, WOSBs, HUBZone SBs and Service Disabled Veteran-Owned SB and Veteran-Owned SB by name as members of original team for providing major service or performing a significant portion of the effort. Additionally, how does your firm plan to establish long-range relationships with the above elements? **(HBCUs & MIs are excluded from evaluation).**



6. Your firm's plan (in Section I and II) will be evaluated on the development of percentage goals based on planned subcontracting which is challenging, yet realistic as stated in item # 6 of Appendix CC of the AFARS. **(HBCUs & MIs are excluded from evaluation).**

7. Past performance to the extent your firm has historically been successful in establishing realistic, yet challenging, goals and achieving them will be evaluated. In cases where there has been no previous defense contract history, your firm will not be penalized. **(HBCUs & MIs are excluded from evaluation).**

8. Regulatory and statutory requirements described in # 8 of Appendix CC must be included in your firm's subcontracting plan and will be evaluated accordingly. If any of the subject elements are not complied with, your plan will not be approved and will be returned to your office for revision before the contract can be awarded. Included in the appendix are the following elements to include SB, SDB, WOSBs, HUBZone SBs, and Service Disabled Veteran-Owned SB and Veteran-Owned SB firms. **(HBCUs & MIs are excluded from evaluation).**

a) A separate goal for SB, SDB, WOSBs, HUBZone SB and Service Disabled Veteran-Owned SB and Veteran-Owned SB.

b) A separate goal for the basic contract and, if applicable, each option.

c) The name of the company employee responsible for administration of plan and employee's duties as follows:

The individual who will administer this firm's subcontracting program:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

Describe Description of duties: \_\_\_\_\_  
\_\_\_\_\_

d) A statement affirming intent to comply with subcontracting "flowdown" provisions as follows:

This firm will include Clause 52-219-8 entitled "Utilization of Small Business Concerns, Small Disadvantaged, Women-Owned Small Business Concerns," in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 to adopt and comply with a plan similar to the plan required by the clause at 52.219-9 Alternate II, Small Business Subcontracting Plan. **(HBCUs & MIs are excluded from evaluation).**

e) A statement affirming willingness to cooperate in studies and to provide reports as follows:

This firm will submit such periodic reports and cooperate in any studies or surveys as may be required by the Corps of Engineers, Alaska District or the Small Business Administration in order to determine the extent of compliance by the company with the subcontracting plan as follows:

This firm will submit Standard Form (SF) 294, Subcontracting Report for Individual Contract, and SF 295, Summary Subcontract in accordance with the instructions on the forms. The name, address, and telephone number of the office responsible for preparation and submission of the reports is:

I, the undersigned, a designated officer of \_\_\_\_\_ do  
hereby state \_\_\_\_\_ that  
this firm agrees to carry out the Government's policy to provide the maximum practicable opportunity \_\_\_\_\_ for  
small business concerns and small business concerns owned and controlled by socially and economically disadvantaged  
individuals to participate in the performance of this contract consistent with its efficient performance.

f) A statement that indirect costs are either included or excluded from the proposed goals and, and if included, how they will be prorated.

g) Description of efforts to ensure that SBs, SDBs, WOSBs, HUBZone SB, Service Disabled Veteran-Owned SB, and Veteran-Owned SBs have an equitable opportunity to participate in the acquisition: **(HBCUs & MIs are excluded from evaluation).**

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h) A recitation of the types of records maintained to demonstrate procedures adopted to comply with the requirements and goals in the plan as follows:

This firm will maintain the following types of records to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the plan. (Set forth here are the records to be maintained. In order to be considered acceptable, the records shall include at the minimum the following:)

- (1) SB, SDB, WOSB, HUBZone SB, Service Disabled Veteran-Owned SB and Veteran-Owned SB lists, guides, and other data identifying vendors.
- (2) Organizations contacted or to be contacted for SB, SDB, WOSB, HUBZone SB, Service Disabled Veteran-Owned SB and Veteran-Owned SB sources.
- (3) Record of all subcontract solicitations indicating on each solicitation (i) whether SB, SDB, WOSB, HUBZone SB, Service Disabled Veteran-Owned SB, and Veteran-Owned SBs were solicited, and if not, why not.
- (4) Records to support other outreach efforts, to include the following: contact with minority and small business trade associations, contact with business development organizations, and attendance at small and minority business procurement conferences and trade fairs.
- (5) Records to support internal activities to guide and encourage buyers to include the following: workshops, seminars, training programs, and monitoring activities to evaluate compliance.
- (6) Records to support award data on a contract-by-contract basis submitted to the Government to include name, address, and business size of subcontractor.

**FIRM'S REPRESENTATIVE**

SIGNATURE: \_\_\_\_\_

PRINTED/TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**GOVERNMENT REVIEW**

\_\_\_\_\_  
SIGNATURE – Contract Specialist

\_\_\_\_\_  
NAME & TITLE

**Deputy for Small Business (DSB) Review:**

1. Subcontracting Plan Received: Date: \_\_\_\_\_
2. Plan Returned to Contract Specialist / Deficiencies Noted: Date: \_\_\_\_\_
3. Memo Recommendation to Contracting Officer: Date: \_\_\_\_\_

**CONTRACTING OFFICER'S APPROVAL**

\_\_\_\_\_  
SIGNATURE – Contracting Officer

\_\_\_\_\_  
NAME & TITLE

DATE \_\_\_\_\_

**4. CLAUSES INCORPORATED BY FULL TEXT**

**4.1. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)**

- A. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- B. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - 1) Company name.
  - 2) Company address.
  - 3) Company telephone number.
  - 4) Line of business.
  - 5) Chief executive officer/key manager.
  - 6) Date the company was started.
  - 7) Number of people employed by the company.
  - 8) Company affiliation.
- C. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**4.2. 52.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

- A. Definitions. As used in this clause--
  - 1) "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor information required for the conduct of business with DOD.
  - 2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
  - 3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
  - 4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- B. By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- C. The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- D. Lack of registration in the CCR database will make an offeror ineligible for award.
- E. DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the
- F. Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this Proposal.

- G. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- H. Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

4.3. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

- A. If any price, including profit or fee, negotiated in connection with this Proposal, or any cost reimbursable under this Proposal, was increased by any significant amount because-
  - 1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or
  - 2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - 3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- B. Any reduction in the contract price under paragraph A. of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which-
  - 1) The actual subcontract; or
  - 2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- C. If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
  - 1) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - 2) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - 3) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - 4) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- D. Except as prohibited by subdivision (c)(2) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if -
  - 1) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - 2) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- E. An offset shall not be allowed if -
  - 1) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - 2) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

- F. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
- 1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - 2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.
- 4.4. 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
- A. Any offer for supply items shall distribute costs within the offer on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.
  - B. When requested by the Contracting Officer, the Offeror shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.
  - C. The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.
- 4.5. 52.228-11 PLEDGES OF ASSETS (FEB 1992)
- A. Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
    - 1) Pledge of assets; and
    - 2) Standard Form 28, Affidavit of Individual Surety.
  - B. Pledges of assets from each person acting as an individual surety shall be in the form of--
    - 1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
    - 2) A recorded lien on real estate. The offeror will be required to provide--
      - (a) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
      - (b) Evidence of the amount due under any encumbrance shown in the evidence of title;
      - (c) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform
      - (d) Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.
- 4.6. 52.233-2 SERVICE OF PROTEST (AUG 1996)
- A. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Chief, Contracting Office 2204 3<sup>rd</sup> Street, Room 56, Elmendorf AFB, Alaska

AMENDMENT 0003

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.215-1 Instructions to Offerors-Competitive Acquisition (May 201)

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb1999)

52.217-5 Evaluation of Options

END OF SECTION 00100

**ATTACHMENT A – PROJECT EXPERIENCE FORM**

Provide a completed form for each project for which experience is being claimed.

Name of offeror \_\_\_\_\_

Work performed by Offeror [ ] and [ ] or by major subcontractor \_\_\_\_\_  
and [ ] or [ ] design firm \_\_\_\_\_  
(enter firm name and check "and" or "or" as applicable)

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Was Project a firm fixed price contract (Y/N)? \_\_\_\_\_ If No, what type was it? \_\_\_\_\_

Brief Description of Project

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Contract Amount at Award: \_\_\_\_\_

Final Contract Amount or Estimated Cost at Completion: \_\_\_\_\_

Amount added by Modification: \_\_\_\_\_

Explanation of any Cost Growth \_\_\_\_\_

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Original Contract Completion Date: \_\_\_\_\_

Final Contract Completion Date: \_\_\_\_\_

Action Completion Date: \_\_\_\_\_

Time added by Modification: \_\_\_\_\_

Explanation of any Late Finish:

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Description of Large Accelerations, if any:

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Was the project terminated early or were cure/show cause letters received? \_\_\_\_ Yes \_\_\_\_ No

Explain early termination (default/convenience) or cure/show cause letters \_\_\_\_\_

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Safety record: \_\_\_\_ Accidents, \_\_\_\_ Incidents, \_\_\_\_ Violations

Were there many warranty claims for the project? \_\_\_\_ Yes, \_\_\_\_ No

AMENDMENT 0003

Were warranty issues that were brought up resolved quickly? \_\_\_\_\_

Were modifications to the contract resolved quickly and to the project owner's satisfaction? \_\_\_\_\_

How were these warranty or modification issues and/or conflicts resolved?

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List and explain any customer concerns or dissatisfaction. Explain how you responded. \_\_\_\_\_

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What were the SDB, WOB and small business percent goals in the original contract?

SDB: \_\_\_\_\_ WOB: \_\_\_\_\_ Small Business: \_\_\_\_\_ HBCU: \_\_\_\_\_ HUBZONE: \_\_\_\_\_ MI: \_\_\_\_\_

What were the actual percent achieved at contract completion?

SDB: \_\_\_\_\_ WOB: \_\_\_\_\_ Small Business: \_\_\_\_\_ HBCU: \_\_\_\_\_ HUBZONE: \_\_\_\_\_ MI: \_\_\_\_\_

Extent and Types of Work Subcontracted. \_\_\_\_\_

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Was the project owner an agency of the federal government? \_\_\_\_\_ Yes, \_\_\_\_\_ No

Name, address, FAX and telephone number of the owner: \_\_\_\_\_

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Name and telephone number of a representative of your firm who is knowledgeable of this project and can readily be contacted: \_\_\_\_\_

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Name, address, FAX and telephone number of a representative of the owner who is knowledgeable of this project and can be readily contacted: \_\_\_\_\_

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Name, address, FAX and telephone number of the Contracting Officer if project was for federal government: \_\_\_\_\_

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**ATTACHMENT B – PAST PERFORMANCE EVALUATION QUESTIONNAIRE**

Date: \_\_\_\_\_

To: \_\_\_\_\_

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The U. S. Army Corps of Engineer, Alaska District is interested in your assessment of the named company's "past performance." The quoted term refers to the company's record of conforming to contract requirements and to standards of good workmanship; the firm's record of forecasting and controlling costs; the firm's adherence to contract schedules including the administrative aspects of performance; the firm's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the firm's general business-like concern for the interest of the customer. When filled in the document is Source Selection Sensitive Information IAW FAR 3.104

General Information: Please correct any information below known to be inaccurate.

Contractors's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone # \_\_\_\_\_

Point of Contact \_\_\_\_\_

Project Title or Brief Description of Work: \_\_\_\_\_

Contract No Provided by Offeror: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Contract Period or Dates of Performance Provided by Offeror: \_\_\_\_\_

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RFP DACW85-03-R-0001

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, Alaska District  
ATTN: Contracting Division (Gail M. West)  
P. O. Box 6898  
Elmendorf AFB, Alaska 99506-6898  
(907) 753-2551 or FAX (907)753-2544  
E-mail: gail.m.west@usace.army.mil

If you have questions regarding the attached questionnaire, or require assistance, please contact Gail M West, U.S. Army Corps of Engineers, at (907) 753-2551. Thank you for your assistance.

AMENDMENT 0003

2. PERFORMANCE INFORMATION: Choose the number of the scale of 1 to 6 that most accurately describes the contractor's performance or situation. PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF 1 OR 2.

1	2	3	4	5	6
Unsatisfactory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

	The contractor:								
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6	N/A	
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6	N/A	
3.	Delegated authority to project managers and supervisors.	1	2	3	4	5	6	N/A	
4.	Home office participated in solving significant local problems.	1	2	3	4	5	6	N/A	
5.	Followed approved quality control plan.	1	2	3	4	5	6	N/A	
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6	N/A	
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6	N/A	
8.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	N/A	
9.	Identified risks/problems as they occurred.	1	2	3	4	5	6	N/A	
10.	Suggested alternative approaches to problems.	1	2	3	4	5	6	N/A	
11.	Displayed initiative to solve problems.	1	2	3	4	5	6	N/A	
12.	Developed realistic progress schedules.	1	2	3	4	5	6	N/A	
13.	Met established project schedules.	1	2	3	4	5	6	N/A	
14.	Provided timely resolution of warranty defects.	1	2	3	4	5	6	N/A	
15.	Was responsive to contract changes.	1	2	3	4	5	6	N/A	
16.	Provided adequate project supervision.	1	2	3	4	5	6	N/A	
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	1	2	3	4	5	6	N/A	
18.	Paid subcontractors/suppliers in a timely manner.	1	2	3	4	5	6	N/A	
19.	Provided accurate and complete line item cost proposals including all aspects of work required for each task.	1	2	3	4	5	6	N/A	
20.	Cooperated with Government personnel after award.	1	2	3	4	5	6	N/A	
21.	Minimized warranty calls.	1	2	3	4	5	6	N/A	
22.	Was responsive to warranty calls and resolved them quickly.	1	2	3	4	5	6	N/A	
23.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."						Yes	No	
24.	Would you award another contract to this contractor? If not, explain in "remarks."						Yes	No	

Remarks:

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3. Who were your primary points of contact?

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4. Comments.

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Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone \_\_\_\_\_

Fax \_\_\_\_\_ Email Address \_\_\_\_\_ Date \_\_\_\_\_

## SECTION 00120

## EVALUATION FACTORS FOR AWARD

## 1 ARITHMETIC DISCREPANCIES

For the purpose of initial evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the proposal schedule as submitted by offerors:

- A. Obviously misplaced decimal points will be corrected;
- B. In case of discrepancy between unit price and extended price, the unit price will govern;
- C. Apparent errors in extension of unit price will be corrected;
- D. Apparent errors in addition of lump-sum and extended price will be corrected.
- E. For the purpose of proposal evaluation, the government will proceed on assumption that the offeror intends his proposal to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the proposals will be so reflected on the abstract.

- 2 The Government will award the contract to the offeror that represents the best overall value to the Government. The Government will evaluate each offeror objectively on compliance with the submittal requirements of the request for proposal and then qualitatively on the following evaluation factors:

**Volume 1 – Technical Proposal**

**Tab A** - Experience

**Tab B** - Past performance

**Tab C** - Construction Schedule

**Tab D** - Understanding of Requirement

**Sub Tab A** – Dredging Plan

**Sub Tab B** – Breakwater Construction Plan

**Sub Tab C** - Bridge Design & Construction Plan

**Tab E** - Subcontracting Plan and Small Business Participation (Will be evaluated as a technical factor but will be submitted in Volume II)

**Volume 2 – Price Proposal**

**Tab A** - Price

**Tab B** – Subcontracting Plan and Small Business Participation

- 3 The Government will evaluate those factors as follows:

**A. EXPERIENCE**

The Government defines experience as learning by doing. The Government will evaluate the depth and breadth of an offeror's experience on the basis of the offeror's experience on projects that are similar in nature, scope, and complexity to the work that will be required under the contract for which offers are solicited by the this request for proposal. Examples of relevant experience include, but are not limited to:

- 1) Projects with work in remote locations (off state road systems).
- 2) Projects located on open coasts and in rough sea conditions.
- 3) Projects with dredging in the 100,000 cubic yards (CYs) to 500,000 CYs, or greater.
- 4) Projects in areas of difficult dredging. Difficult dredging involves material composed of tightly packed materials, a mixture of materials from gravel, sands and silts.
- 5) Projects that required maintaining existing harbor operations (busy fishing and transport schedules) concurrent with dredging and rock work.
- 6) Projects started between 1992 and 2002 inclusive.
- 7) Projects with large stone placement for breakwater construction.

**B. PAST PERFORMANCE**

The Government will evaluate past performance of the offeror's team based on past projects, how current and how relevant the information is, and general trends in performance. The Government reserves the right to look outside the proposals for information concerning the past performance of the offeror. However, adverse information will not

be considered in the evaluation unless the offeror has had the opportunity to respond. The Government will consider information submitted by the offeror and the offeror's previous clients, along with any other relevant and reliable information obtained from other sources (including information from Government personnel and databases). Information on significant problems encountered, customer dissatisfaction, and corrective actions taken should be provided. In the event an offeror lacks any record of relevant past performance the offeror's past performance will be evaluated neither favorably nor unfavorably. Past performance includes: the company's record of conforming to contract requirements and standards of good workmanship, the firm's adherence to contract schedules including the administrative aspects of performance, the firm's history of reasonable and cooperative behavior and commitment to customer satisfaction on past projects and the firm's general business-like concern for the interest of the customer.

#### C. CONSTRUCTION SCHEDULE

The Government will evaluate the offeror's scheduling capability and planning organization to determine its likelihood of success in meeting the scheduling requirements of this RFP. The Government will evaluate each offeror's proposed schedule to determine its ability to maintain and accomplish the construction schedule as specified in SCR-1 and Section 01016. The Government will also evaluate the offer's proposal to determine its ability to manage the work considering the constraints identified in the RFP and those constraints identified by the offeror that are inherent of the type of work and the location of performance described in the RFP. The schedule submitted by the offeror will be evaluated based on the feasibility of its plan, the logic presented, and the risk associated with the critical path presented. Examples of items the Government desires this submission to discuss include:

- 1) Detailed description of production rates, task sequencing and durations.
- 2) Daily soundings.
- 3) The crab season and fishing seasons.
- 4) Weather days, sea and ice conditions.
- 5) Harbor operations, causeway and dock operations.
- 6) Environmental windows.
- 7) Schedule submission written in a clear, logical, consistent, concise and succinct manner.

#### D. UNDERSTANDING OF REQUIREMENT

- 1) Dredging Plan – The Government will evaluate the offeror's proposed plan to determine if the offeror's plan is consistent with the scope of work required by this RFP, and on the suitability and condition of equipment for dredging. The Government will also evaluate how effectively and completely the plan discusses the following issues:
  - (a) Shallow draft conditions.
  - (b) Offshore sea and swell conditions and swell conditions within the project area.
  - (c) Equipment and cycle times.
  - (d) Dredge material disposal.
  - (e) Verifying project depths and corrective measures if high spots are encountered.
  - (f) Contaminated sediments.
- 2) Breakwater Construction Plan - The Government will evaluate the offeror's proposed plan to determine if the plan is consistent with the requirements in this RFP and on the suitability, reasonableness and ingenuity of the equipment and procedures described. The Government will also evaluate how effectively and completely the following issues are discussed:
  - (a) Equipment applicable to the job.
  - (b) Rock placement quality control above and below water, maintaining stone to stone contact.
  - (c) Process for placing armor rocks, sorting and transporting process.
  - (d) Spur breakwater tie in to Causeway – understanding requirement for tie in of layers.
  - (e) Survey requirements and design tolerances.
- 3) Bridge Design & Construction Plan - The Government will evaluate the offeror's proposed plan to determine if the plan is consistent with the requirements in this RFP and on the suitability, reasonableness and ingenuity of the equipment and procedures described. The Government will also evaluate how effectively and completely the following issues are discussed:
  - (a) Understand design build requirements specified in TS 01010 and 01012
  - (b) Shoring of existing bridge (method for shoring up existing bridge and rebuilding south abutment)
  - (c) Maintain causeway
  - (d) How will design team interface with prime contractor and other subcontractor to assure quality job.

E. Subcontracting Plan. The Government will evaluate each offeror's proposed subcontracting plan for the utilization of small business in accordance with AFARS Appendix DD. If the offeror is a Small business, Small

disadvantage business, Woman-owned, Hub-zone, Veteran Owned or Service Disabled Veteran-Owned small business, no submission will be required and the offeror will be given the highest rating.

#### F. PRICE

The Price Proposal will be evaluated to determine its reasonableness, affordability and realism. The Government will perform a price analysis by comparing the proposed prices to those of the other offerors and to the Government estimate.

#### 4 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

The Government considers the non-price factors of Experience, Past Performance, Construction Schedule, and Understanding of Requirements to be of approximately equal importance. Subcontracting Plan is less important than any one of the other non-price factors. Within Understanding of Requirements, the Government considers the sub-factors of Dredging Plan, Breakwater Construction Plan, Bridge Design and Construction Plan, to be of approximately equal importance. The combined non-price factors are approximately equal to Price.

5. EVALUATION PREFERENCE: All Hubzone firms submitting as prime contractors will be provided a price evaluation in accordance with FAR Clause 219-4. (Section 00600).

#### 6. EVALUATION OF OPTIONS: FAR 52.217-5

- (a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price of the basic requirements. Evaluation of options will not obligate the Government to exercise the option (s).
- (b) The Government may reject an offer if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

#### 7. THE DETERMINATION OF BEST OVERALL VALUE

In order to determine which offer represents the best overall value, the Government will compare offerors to each other in a series of paired comparisons, trading off offeror's values based on their overall performances on the non-price factors. In comparing two offerors, if one member of a pair has both the better overall non-price value and the lower price, then the Government will consider that offeror to be the better value. If one member of a pair has the better overall non-price value, but a higher price than the other offeror, then the Government's source selection authority will determine if the difference in non-price value is worth the difference in price. If the source selection authority decides that the better non-price value is worth the higher price, then the Government will consider the offeror with the better non-price value and the higher price to be the better overall value. If the source selection authority decides that the better value is not worth the higher price, then the Government will consider the offeror with the lower non-price value and the lower price to be the better value. The source selection authority will continue to make paired comparisons until he or she has identified the offeror that represents the best overall value.

END SECTION 00120

Nome Harbor Improvements, Nome Alaska

DACW85-03-R-0001

## SECTION 00120

## EVALUATION FACTORS FOR AWARD

## 1 ARITHMETIC DISCREPANCIES

For the purpose of initial evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the proposal schedule as submitted by offerors:

- A. Obviously misplaced decimal points will be corrected;
- B. In case of discrepancy between unit price and extended price, the unit price will govern;
- C. Apparent errors in extension of unit price will be corrected;
- D. Apparent errors in addition of lump-sum and extended price will be corrected.
- E. For the purpose of proposal evaluation, the government will proceed on assumption that the offeror intends his proposal to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the proposals will be so reflected on the abstract.

- 2 The Government will award the contract to the offeror that represents the best overall value to the Government. The Government will evaluate each offeror objectively on compliance with the submittal requirements of the request for proposal and then qualitatively on the following evaluation factors:

**Volume 1 – Technical Proposal****Tab A** - Experience**Tab B** - Past performance**Tab C** - Construction Schedule**Tab D** - Understanding of Requirement**Sub Tab A** – Dredging Plan**Sub Tab B** – Breakwater Construction Plan**Sub Tab C** - Bridge Design & Construction Plan**Tab E** - Subcontracting Plan and Small Business Participation (Will be evaluated as a technical factor but will be submitted in Volume II)**Volume 2 – Price Proposal****Tab A** - Price**Tab B** – Subcontracting Plan and Small Business Participation

- 3 The Government will evaluate those factors as follows:

## A. EXPERIENCE

The Government defines experience as learning by doing. The Government will evaluate the depth and breadth of an offeror's experience on the basis of the offeror's experience **AM#3... or subcontractor team members or where prime and subcontractor worked together as a team ...AM#3** on projects that are similar in nature, scope, and complexity to the work that will be required under the contract for which offers are solicited by the this request for proposal. Examples of relevant experience include, but are not limited to:

- 1) Projects with work in remote locations (off state road systems).
- 2) Projects located on open coasts and in rough sea conditions.
- 3) Projects with dredging in the 100,000 cubic yards (CYs) to 500,000 CYs, or greater.
- 4) Projects in areas of difficult dredging. Difficult dredging involves material composed of tightly packed materials, a mixture of materials from gravel, sands and silts.
- 5) Projects that required maintaining existing harbor operations (busy fishing and transport schedules) concurrent with dredging and rock work.
- 6) Projects started between 1992 and 2002 inclusive.
- 7) Projects with large stone placement for breakwater construction.

## B. PAST PERFORMANCE

The Government will evaluate past performance of the offeror's team based on past projects, how current and how relevant the information is, and general trends in performance. The Government reserves the right to look outside the proposals for information concerning the past performance of the offeror. However, adverse information will not

be considered in the evaluation unless the offeror has had the opportunity to respond. The Government will consider information submitted by the offeror and the offeror's previous clients, along with any other relevant and reliable information obtained from other sources (including information from Government personnel and databases). Information on significant problems encountered, customer dissatisfaction, and corrective actions taken should be provided. In the event an offeror lacks any record of relevant past performance the offeror's past performance will be evaluated neither favorably nor unfavorably. Past performance includes: the company's record of conforming to contract requirements and standards of good workmanship, the firm's adherence to contract schedules including the administrative aspects of performance, the firm's history of reasonable and cooperative behavior and commitment to customer satisfaction on past projects and the firm's general business-like concern for the interest of the customer.

#### C. CONSTRUCTION SCHEDULE

The Government will evaluate the offeror's scheduling capability and planning organization to determine its likelihood of success in meeting the scheduling requirements of this RFP. The Government will evaluate each offeror's proposed schedule to determine its ability to maintain and accomplish the construction schedule as specified in SCR-1 and Section 01016. The Government will also evaluate the offer's proposal to determine its ability to manage the work considering the constraints identified in the RFP and those constraints identified by the offeror that are inherent of the type of work and the location of performance described in the RFP. The schedule submitted by the offeror will be evaluated based on the feasibility of its plan, the logic presented, and the risk associated with the critical path presented. Examples of items the Government desires this submission to discuss include:

- 1) Detailed description of production rates, task sequencing and durations.
- 2) Daily soundings.
- 3) The crab season and fishing seasons.
- 4) Weather days, sea and ice conditions.
- 5) Harbor operations, causeway and dock operations.
- 6) Environmental windows.
- 7) Schedule submission written in a clear, logical, consistent, concise and succinct manner.

#### D. UNDERSTANDING OF REQUIREMENT

- 1) Dredging Plan – The Government will evaluate the offeror's proposed plan to determine if the offeror's plan is consistent with the scope of work required by this RFP, and on the suitability and condition of equipment for dredging. The Government will also evaluate how effectively and completely the plan discusses the following issues:
  - (a) Shallow draft conditions.
  - (b) Offshore sea and swell conditions and swell conditions within the project area.
  - (c) Equipment and cycle times.
  - (d) Dredge material disposal.
  - (e) Verifying project depths and corrective measures if high spots are encountered.
  - (f) Contaminated sediments.
- 2) Breakwater Construction Plan - The Government will evaluate the offeror's proposed plan to determine if the plan is consistent with the requirements in this RFP and on the suitability, reasonableness and ingenuity of the equipment and procedures described. The Government will also evaluate how effectively and completely the following issues are discussed:
  - (a) Equipment applicable to the job.
  - (b) Rock placement quality control above and below water, maintaining stone to stone contact.
  - (c) Process for placing armor rocks, sorting and transporting process.
  - (d) Spur breakwater tie in to Causeway – understanding requirement for tie in of layers.
  - (e) Survey requirements and design tolerances.
- 3) Bridge Design & Construction Plan - The Government will evaluate the offeror's proposed plan to determine if the plan is consistent with the requirements in this RFP and on the suitability, reasonableness and ingenuity of the equipment and procedures described. The Government will also evaluate how effectively and completely the following issues are discussed:
  - (a) Understand design build requirements specified in TS 01010 and 01012
  - (b) Shoring of existing bridge (method for shoring up existing bridge and rebuilding south abutment)
  - (c) Maintain causeway
  - (d) How will design team interface with prime contractor and other subcontractor to assure quality job.

E. Subcontracting Plan. The Government will evaluate each offeror's proposed subcontracting plan for the utilization of small business in accordance with AFARS Appendix DD. If the offeror is a Small business, Small



disadvantage business, Woman-owned, Hub-zone, Veteran Owned or Service Disabled Veteran-Owned small business, no submission will be required and the offeror will be given the highest rating.

F. PRICE

The Price Proposal will be evaluated to determine its reasonableness, affordability and realism. The Government will perform a price analysis by comparing the proposed prices to those of the other offerors and to the Government estimate.

4 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

The Government considers the non-price factors of Experience, Past Performance, Construction Schedule, and Understanding of Requirements to be of approximately equal importance. Subcontracting Plan is less important than any one of the other non-price factors. Within Understanding of Requirements, the Government considers the sub-factors of Dredging Plan, Breakwater Construction Plan, Bridge Design and Construction Plan, to be of approximately equal importance. The combined non-price factors are ~~AM#3... approximately equal to Price~~ more important than price ~~...AM#3.~~

5. EVALUATION PREFERENCE: All Hubzone firms submitting as prime contractors will be provided a price evaluation in accordance with FAR Clause 219-4. (Section 00600).

6. EVALUATION OF OPTIONS: FAR 52.217-5

- (a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price of the basic requirements. Evaluation of options will not obligate the Government to exercise the option (s).
- (a) The Government may reject an offer if it is materially unbalance as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

7. THE DETERMINATION OF BEST OVERALL VALUE

In order to determine which offer represents the best overall value, the Government will compare offerors to each other in a series of paired comparisons, trading off offeror's values based on their overall performances on the non-price factors. In comparing two offerors, if one member of a pair has both the better overall non-price value and the lower price, then the Government will consider that offeror to be the better value. If one member of a pair has the better overall non-price value, but a higher price than the other offeror, then the Government's source selection authority will determine if the difference in non-price value is worth the difference in price. If the source selection authority decides that the better non-price value is worth the higher price, then the Government will consider the offeror with the better non-price value and the higher price to be the better overall value. If the source selection authority decides that the better value is not worth the higher price, then the Government will consider the offeror with the lower non-price value and the lower price to be the better value. The source selection authority will continue to make paired comparisons until he or she has identified the offeror that represents the best overall value.

END SECTION 00120